

AGREEMENT

between

**BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY**

and

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
OCEANPORT LOCAL NUMBER 364**


JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

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PREAMBLE

THIS AGREEMENT, MADE THIS 21st DAY OF September, 2010, BY AND BETWEEN the Borough of Oceanport, Monmouth County, New Jersey (hereinafter referred to as the "Borough") and the Oceanport police officers of Policemen's Benevolent Association, Incorporated, Local 364, below the rank of Chief of Police (hereinafter referred to as the "Association") represents the complete and final understanding on all bargainable issues between the borough and the association.


DWB

ARTICLE I
RECOGNITION

- A. The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all members of the Oceanport Police Department above the rank of Dispatcher and excluding the Chief of Police, in the negotiations unit and excluding all other employees, and reference to males shall include female police officers.
- B. The benefits and other conditions of employment provided in the within Agreement shall apply to all members of the Police Department above the rank of Dispatcher.

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ARTICLE II
MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the municipal government and its properties and facilities, and the activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.
- B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

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ARTICLE III
RULES OF THE BOROUGH

- A. The parties agree that the Borough has the right to make reasonable rules and regulations. All rules and regulations promulgated by the Borough for the proper and efficient operation of the public service shall be duly and conspicuously placed.

ARTICLE IV
SALARY AND LONGEVITY

All wages and increases are set forth in the schedules below:

- C. **Salary:** Salary increases will be based upon the following increases for the identified year, or part thereof, of the agreement:

January 1, 2008	4%
January 1, 2009	2%
January 1, 2010	2%
January 1, 2011	2%

Patrol steps "Patrol 9" through "1" will each have a term of one (1) year based upon the members anniversary of date of hire.

	2008	2009	2010	2011
Captain	\$99,716	\$101,711	\$103,745	\$105,820
Det. Sergeant	\$97,148	\$99,091	\$101,073	\$103,095
Sergeant	\$94,582	\$96,473	\$98,403	\$100,371
Detective	\$92,016	\$93,856	\$95,734	\$97,648
Patrol 1	\$89,447	\$91,236	\$93,061	\$94,922
Patrol 2	\$82,158	\$83,801	\$85,477	\$87,187
Patrol 3	\$74,866	\$76,363	\$77,891	\$79,448
Patrol 4	\$67,574	\$68,925	\$70,304	\$71,710
Patrol 5	\$60,282	\$61,488	\$62,717	\$63,972
Patrol 6	\$52,990	\$54,050	\$55,131	\$56,233
Patrol 7	\$45,698	\$46,612	\$47,544	\$48,495
Patrol 8	\$38,406	\$39,174	\$39,958	\$40,757
Patrol 9	\$31,114	\$31,114	\$31,114	\$31,114



B. **2008 adjustment for current "in step" Employees:** Existing employees in 2008 will be placed at a step that matches their current salary so that there is no reduction in compensation. Adjustments shall be considered to ensure the step placement results represent a positive adjustment from the current salary and/or so that the current number of steps to top of range is not increased for 2008, current employees. Adjustments shall not exceed lateral, plus one step, and shall not bump a current employee to top of range.

C. **Differential Pay:** In addition to the rates of compensation as herein above set forth, Patrol 1 shall be entitled to receive supervisory differential pay whenever they are required to work a minimum of four (4) hours of any one shift in the absence of a superior officer, upon authorization of the Chief of Police.

D. **Longevity:** The schedule of longevity payments based upon completed years of service shall be as follows:

<u>Years of Service</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
6 through 10 years	\$1,000	\$1,000	\$1,000	\$1,000
11 through 15 years	\$1,500	\$1,500	\$1,500	\$1,500
16 through 20 years	\$2,000	\$2,000	\$2,000	\$2,000
21 through 25 years	\$2,500	\$2,500	\$2,500	\$2,500
26 years and above	\$3,000	\$3,000	\$3,000	\$3,000

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ARTICLE V
HOURS AND OVERTIME

- A. All employees covered by this Agreement shall have a normal work schedule consisting of four (4) days on duty and two (2) days off duty, with the exception of the ranks of Detective, Detective Sergeant and Captain, whom shall work a modified version of this normal schedule as follows; four (4) days on, two (2) days off, five (5) days on, two days off, (5) days on, three (3) days off.
- B. All work authorized to be done in excess of the normal work schedule, as outlined in Section A, shall be compensated at time and one-half of the regular straight time hourly rate in cash or compensatory time off at the discretion of the Chief of Police. Compensatory time off shall be computed at the rate of one and one-half hours for each hour of time worked. There shall be a minimum call up time of three (3) hours, including appearances required in Municipal Courts as set forth in Paragraph C of this Article. Such minimum call up time shall be compensated for at the overtime rate applicable to an employee who is otherwise off-duty at that time. In construing such overtime, payments shall be made on the following basis:
1. Overtime shall be paid for all time authorized to be worked beyond the regular hour of duty after the first 30 minutes.
 2. Time spent at range practice or in connection with police school or other training including departmental meetings shall not be regarded as overtime, but shall be compensated for at regular or straight time, with a minimum of one (1) hour.
- C. All time spent in Municipal Court while an employee is otherwise off duty, and the Court Appearance of the employee is required by the Court, will be paid at a rate equivalent to one and one-half times the normal pay of the police officer involved or equivalent compensatory time, with a minimum of three hours, at the discretion of the Chief of Police. The total monetary allowance allotted for this purpose shall be divided equally among the four fiscal quarters of the year.
- D. In the event that any employee shall be required to appear in other Municipal Courts while otherwise off duty, he shall receive a rate equivalent to one and one-half times the normal pay of the police officer involved or equivalent compensatory time, with a minimum of three hours, at the discretion of the Chief of Police. "Required to appear in Court" shall mean that the covered employee's presence is necessary as witness to the prosecution, and said employee has been so notified by the Court. This is to include juvenile hearings at the municipal level, as well as Municipal Courts and hearings of other jurisdictions if the employee is required as a result of another Police Department requesting assistance of an Oceanport Policeman and that assistance results in the employee being required to testify on behalf of such other department.
- E. All required appearances in Courts other than Municipal Court (i.e. -Monmouth County, Superior Court, Juvenile, Motor Vehicle Hearings, Federal Court, etc.) while the employee herein is otherwise off duty, shall be compensated at the overtime rate with a minimum of three (3) hours.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

A. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

B. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

The aggrieved shall institute action, in writing, under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Chief of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief or his designee shall render a written decision within ten (10) days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer from the first step is received, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the answer from the first step is received. The Chief or his designee shall set a meeting within seven (7) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Council Liaisons and the Chief with the P.B.A. representative and the P.B.A. Attorney, if requested by the grievant. The Police Committee's written answer to the second step shall be delivered to the P.B.A. within ten (10) calendar days after the meeting. The Borough shall be entitled to have the Borough Attorney or Special Counsel in attendance should the P.B.A. have their attorney present.



Step Three:

If the aggrieved person is not satisfied with the decision rendered on the second level, he may within ten (10) calendar days notify the Borough Council, in writing, that he wishes to have them rule on the aggrieved matter. A meeting shall be set with the Borough Council in Executive Session within thirty (30) days after the Borough Council has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the P.B.A. and the P.B.A. Attorney, if requested by the grievant. The Borough Council's answer to the third step shall be delivered to the P.B.A., in writing, within seven (7) calendar days after said meeting.

Step Four:

If no satisfactory resolution of a grievance is reached at Step Three, within twenty (20) calendar days, the grievance may be referred to the Public Employment Relations Commission (PERC) for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The general expenses of such arbitration shall be borne equally by the parties, except that each party shall bear the expense of its' own representatives and witnesses.

C. Borough Grievances:

Grievances initiated by the Borough shall be filed directly with the P.B.A., in writing, within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Borough and the P.B.A. in an earnest effort to adjust the differences between the parties.

D. Police Benevolent Association – Defined

The term P.B.A. as used herein shall pertain to the President of the Oceanport P.B.A., Local 364 whose official mailing address is P.O. Box 364, Oceanport, New Jersey 07757. Parties agree that the Borough shall fulfill whatever notice requirements it may have under this Agreement by forwarding said notices to the aforementioned address. If during the term of this contract such address should change it shall be incumbent upon the President of Oceanport P.B.A. Local 364 to advise the police committee chairman of the Borough of Oceanport as to such change.

ARTICLE VII
ASSOCIATION REPRESENTATIVES
(Employee Rights)

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association representatives. The parties mutually agree not to discriminate against any employee due to his participation in or lack of participation in Association activities.

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ARTICLE VIII
HOLIDAYS and PERSONAL DAYS

A. The schedule of Borough Holidays that the PBA are entitled to shall be reduced from the current 13 days to 10 days with the actual holidays determined by the Federal Calendar. In consideration of the reduction in Borough Holidays, three (3) PLV days are granted to current employees as of January 1, 2011. The PLV days must be taken in the year earned and cannot be carried over. Cash in is permitted with two weeks prior notice only for the additional personal leave days. These personal leave days (PLV) are separate and in addition to the current personal days in the CBA and granted to current employees as of January 2, 2011.

B. New hires commencing employment on or following January 1, 2010 shall earn three (3) personal leave days as follows: (1) PLV day for new hires after 4 years of service, a second PLV day after 6 years of service and a third and final PLV day after 8 years of service. For the purposes of scheduling, the days shall become effective on January 1 of the calendar year following the milestone. These days may be taken as single or consecutive days (up to 3 PLV days), subject to prior notice of at least 48 hours; limited by staffing and operational needs. PLV days may not be used to extend a vacation, used on holidays, Haskell Day, Summer's End, or other days as determined by the Chief in conjunction with the Borough and the PBA.

C. Each patrolman shall be allowed three (3) personal days off with pay each calendar year. Each request for a person day off shall be made through, and subject to the approval of the Chief of Police. It shall not be necessary to state the reason for requesting any personal day off.

D. Any additional days off (i.e. days declared by the Mayor or Governing Body for any reason other than set forth herein), to the days set forth herein, granted to other municipal employees, shall be granted with full pay to the members covered by this Agreement. If it is required that the employee herein be required to work on such day they will be compensated at the Holiday rate of two (2) hours pay for each hour worked, to be paid at the conclusion of that pay period.

ARTICLE IX
CLOTHING PURCHASE and
MAINTENANCE ALLOWANCES

- A. Each member shall receive an annual clothing purchase allowance of \$850.00. Clothing purchase allowances may be used for work-related equipment, other than uniforms, with the approval of the Chief of Police. Each Detective shall receive a clothing purchase allowance of \$1,050.00 in two (2) equal semiannual installments.
- B. Each member shall receive an annual clothing maintenance allowance of \$825.00.
- C. Clothing damaged in the course of the performance of a member's duty, excluding ordinary wear and tear and not due to the officer's neglect, shall be replaced at Borough's expense without deduction from the allowance set forth in Sections A and B above.


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ARTICLE X
NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article VI.
- C. The Association will actively discourage and will take whatever affirmative steps as are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or this Association in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damages or both in the event of such breach by the Association or its members.

ARTICLE XI
MILITARY AND OTHER LEAVE

- A. All employees covered by this Agreement shall receive military leave in accordance with the applicable United States and New Jersey Statutes.
- B. A leave of absence with pay shall be given to every employee who is a duly authorized representative, delegate or alternate delegate of the New Jersey State Policeman's Benevolent Association, Inc., the New Jersey State Exempt Firemen's Association, the New Jersey Firemen's Association, Veteran's of Foreign Wars, Disabled American Veterans, Army and Air National Guard Association of New Jersey, The National Guard Association of the United States, The United States Coast Guard Auxiliary to attend any State or national convention of the Organization. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention.
- C. Bereavement leave:
1. In the event of a death in the employee's immediate family, the employee will be granted a leave of absence with pay, not to exceed three (3) days. Additional leave may be granted when necessary with the approval of the Mayor and Council.
 2. The granting of such leave shall be made upon notification to the Chief of Police, or his designee, by the employee. The Chief, or his designee, shall complete and forward a leave of absence form to the Borough Clerk.
 3. "Immediate family" means mother, father, step-parent, father-in-law, mother-in-law, child, spouse, stepchild, foster child, grandparent, grandchild, sister, brother, aunt, uncle, nephew and niece.

ARTICLE XII
NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership.

ARTICLE XIII

VACATIONS

A. Annual Vacation Leave with pay shall be earned and computed as follows:

1. During the first calendar year of employment, 1/2 day per month with a maximum of five (5) working days.
2. From the second through the fifth calendar years of service, ten (10) working days per year.
3. From the sixth through the tenth calendar years of service, fifteen (15) working days per year.
4. From the eleventh through the fifteenth calendar years of service, twenty (20) working days per year.
5. From the sixteenth calendar year of service and thereafter, twenty-five (25) working days per year.

B. Vacations must be taken during the current year in compliance with the applicable Borough Ordinance at such time as permitted or directed by the Borough unless the Borough determines that it cannot be taken because of the pressure of work. Any unused vacation time may, with the written approval of the Chief of Police, or his designee, be carried forward into the next succeeding year.

ARTICLE XIV

SICK LEAVE

- A. Sick leave shall be granted and permitted as provided in the Police Ordinance, with no ceiling on accumulated days. However, the ability to "buy back" shall not exceed one hundred (100) days or \$27,800.00, whichever is less.
- B. Upon retirement, an individual employee's payoff for accumulated sick time shall be as follows:
1. Upon providing the Borough of Oceanport with notice by March 1st of the calendar year in which retirement is proposed, a lump sum payment may be made in full at the date of retirement or in either two (2) or three (3) equal annual payments, the first at the date of retirement, and the remainder by March 1st of the subsequent calendar years. The number of payments shall be made at the Borough's option.
 2. Employees not providing notice of retirement by the March 1st date shall receive payment in full at the date of retirement or in either two (2) or three (3) equal annual installments by March 1st of each succeeding calendar year, as the Borough may elect.
 3. In the event an employee must apply for a medical disability retirement and has not served a notice to the Borough by March 1st as contained in this Article XIV, such accumulated sick time may be paid in either two (2) or three (3) equal annual installments, the first of which shall be paid upon approval of the disability retirement application by the State of New Jersey, and the balance by March 1st of each succeeding calendar year, as the Borough may elect.
 4. Nothing herein shall restrict the right of the Borough to make payment of the full amount during the year of retirement notice if it so elects.



ARTICLE XV
HEALTH INSURANCE

- A. The PBA agrees to enroll in the health & welfare benefits policy "Horizon BCBS Direct Access" as currently contracted and provided to employees of the Borough not covered under this agreement including all deductibles and co-pays. "Horizon BCBS Direct Access" single person coverage shall be offered for the first three (3) years from the date of hire. Any contract participant shall have the right to upgrade their plan coverage at their own expense and cost. Any contract participant shall be entitled to refuse coverage or "Opt Out" of the plan at his election. In the event a contract participant, so elects, he shall be entitled to the sum of Three Thousand Five Hundred (\$3,500.00) dollars per annum, or so pro-rated during the coverage year, subject to appropriate Federal and State taxes. The Borough shall make the appropriate "Opt-Out" payment to the member of the Association at the conclusion of the premium year. Any member choosing to "Opt Out" has the right to "Opt" back in to the health insurance plan without penalty to said member.
- B. The Borough agrees to provide dental coverage that is equal to or better than that plan in effect during 2003. In addition, the maximum amount of dental coverage to which each employee shall be entitled each year shall be \$1,500.00 and the annual deductible sum for each employee shall be \$25.00. Single person coverage shall be offered for the first three (3) years from the date of hire, after which the Borough shall provide dental coverage for all legal dependents of a member. "Dependents" shall be defined as including those persons of a member's family normally covered by the provisions of a standard dental insurance contract or policy.
- C. In addition to the medical benefits currently provided for members of the Association and their families, the Borough shall provide medical benefits (including hospitalization, major medical and dental insurance) for surviving spouses and dependent children of a member who dies, whether retired or current full-time employees of the Borough, subject to the limitations of Paragraph E of this Article XV. Such coverage shall continue until the surviving spouse attains the age of 65 and for dependent children until each child has attained the age of 19 or for a period of fifteen (15) years from the date of death, whichever shall first occur. In the event the surviving spouse shall remarry while receiving medical and dental benefits as herein provided, all such benefits for both the surviving spouse and dependent children shall terminate upon such remarriage.
- D. The Borough agrees that it will not modify any existing medical, dental or insurance benefits granted to members of the Oceanport Police Department covered by this Agreement without prior notification to the P.B.A. representative and according to such representative an opportunity to be heard; provided, however, that no such notification shall in any way diminish the benefits established under the terms of this Agreement.
- E. Upon retirement, each member will be entitled to receive such hospitalization and medical coverage as is being provided to current members of the bargaining unit and as modified through future collective bargaining agreements. The Borough shall have the right to require enrollment in individual Medicare supplemental insurance for those members who are eligible for Medicare.

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- F. The Opt Out Provision is extended to retirees. The retiree is restricted to current plan offerings (those in effect at the time the option is no longer exercised). A retiree may opt out of coverage after retirement. Once a retiree opts out, they shall not be allowed to opt back into coverage. Retirees shall be required to pay all premium co-sharing or increased deductible levels as included in the effective collective bargaining agreement. This provision remains in effect as determined by other eligibility requirements set forth in this agreement.

ARTICLE XVI

BILL OF RIGHTS

The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:

- A. The interrogation of an employee shall be scheduled by appointment to the convenience of both the Investigator and the employee. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.
- B. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.
- C. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.
- D. The complete interrogation of the employee shall be recorded by a audio or video recording device. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.
- E. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- F. If an employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.
- G. In all cases and at every stage of the proceedings the department shall afford an opportunity for the employee, if he so requests, to consult with counsel, consultant, and/or his P.B.A. representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.
- H. In accordance with all complaint(s) against a law enforcement officer shall be investigated pursuant to the Attorney Generals guidelines.
- I. All issues arising during such investigation and employee interviews shall be done in accordance with the Attorney General's Internal Affairs Policy & Procedures Issued 8/91 Revised 11/92 & 11/2000.

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ARTICLE XVII
DEATH BENEFITS

In the event of an officer's duty-related death, all accumulated sick time, vacation time, personal days and/or other benefits convertible to cash shall be paid to the officer's surviving dependents.

ARTICLE XVIII
SPECIAL CERTIFICATES

Each officer who possesses a valid certificate for completing a certified course of instruction in Cardio-Pulmonary Resuscitation will be entitled to receive a \$100.00 per year remuneration. Each officer who possesses a valid certificate acknowledging his completion of a First Responder (or better) Course or an Automated External Defibrillator Course shall be entitled to receive an additional remuneration in the amount of \$100.00 per year. Each officer who possesses a valid certificate acknowledging his completion of an Emergency Medical Technician Course shall be entitled to an additional remuneration in the amount of \$250.00 per year. Eligibility shall be determined as of January 1st of each year.

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ARTICLE XIX

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

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ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

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ARTICLE XXI
EXISTING BENEFITS

The provisions of all existing Borough Ordinances and resolutions affecting the terms and conditions of employment of members covered by this Agreement, unless specifically modified, by this Agreement, shall remain in full force and effect for the term of this Agreement.

ARTICLE XXII

TERM AND RENEWAL

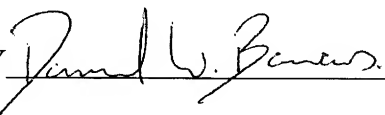
This Agreement shall be in full force and effect as of January 1st, 2008, and shall remain in effect to and including December 31st, 2011, without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter. In accordance with the Police & Fire Interest Arbitration Reform Act, NJSA 34:13A-14a, ET SEQ. The Association and the Borough shall commence negotiations for a successor agreement at least 120 days prior to the expiration of this contract. (September 1st - December 31st) The party seeking to commence negotiations must notify the other at least 15 days prior to the commencement of the 120 day period. (On or before August 16th, 2011) During the 120 day period the parties (The Borough and the PBA) must have at least three (3) bargaining sessions. The first session must be at least 90 days before expiration of this contract. (On or before, October 1st, 2011)

The Association shall submit a copy of its entire proposal to the Borough by October 1st, 2011. The Borough shall, within thirty (30) days after receipt of the Association's proposal, submit a copy of its proposal to the Association. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply retroactively to January 1st, 2008, only for the employees on the Borough's payroll as of the date of signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Oceanport, New Jersey on this 21ST day of September, 2010.

OCEANPORT P.B.A. LOCAL #364

BOROUGH OF OCEANPORT
MONMOUTH COUNTY NEW JERSEY

BY 

BY 

K-11-00
3-3-11

**ADDENDUM TO 2008-2011 COLLECTIVE BARGAINING
AGREEMENT BETWEEN BOROUGH OF OCEANPORT AND
OCEANPORT PBA LOCAL #364**

WHEREAS, the Borough of Oceanport (hereinafter referred to as Borough) and the Oceanport PBA Local #364 (hereinafter referred to as the PBA) are parties to a collective bargaining agreement covering the period of January 1, 2008 through December 31, 2011; and

WHEREAS, Article V of the 2008-2011 collective bargaining agreement sets forth the normal work schedule for the members of the PBA; and

WHEREAS, the Borough and the PBA have engaged in negotiations relative the establishment of a new 12-hour shift work schedule for a one-year trial basis; and

WHEREAS, the parties have reached an agreement on the terms of the aforesaid trial work schedule.

NOW, THEREFORE, BE IT RESOLVED the Borough and the PBA enter into this Agreement for the purpose of implementing the terms of the new trial work schedule and agree that the following provisions of the collective bargaining agreement shall be amended:

1. ARTICLE V – HOURS AND OVERTIME.

Paragraph A shall be amended to provide as follows:

All employees covered by this Agreement shall have a normal work schedule consisting of three (3) on duty followed by three (3) days off with each shift being twelve (12) hours in duration.

However, the ranks of Detective and Detective Sergeant shall continue to have a normal work schedule consisting of four (4) days on, two (2) days off, five (5) days on, two (2) days off, five (5) days on and three (3) days off – each shift eight (8) hours in duration.

Those officers assigned to work the three (3) and three (3) 12-hour schedule, shall work steady shifts of either:

Day Shift (7:00 a.m. – 7:00 p.m.); or
Evening Shift (7:00 p.m. – 7:00 a.m.)

All officers working the three (3) and three (3) 12-hour work schedule shall be provided nine (9) twelve (12) hour "Kelly Days" (or 108 hours) annually. Said "Kelly Days" shall be utilized prior to the end of the calendar year. A request to utilize a "Kelly Day" may be denied if, at the time the request is submitted, same would require the Department to hire another officer on overtime in order to maintain its minimum staffing levels. However, once a "Kelly Day(s)" is approved, same cannot be subsequently rescinded to avoid overtime.

2. ARTICLES VIII; XIII; XIV.

All paid leave recognized under the 2008-2011 collective bargaining agreement shall be converted into hours. The one exception to this provision shall concern bereavement leave. Said bereavement leave shall be "day for day". Additionally, the Borough shall have the right to request a doctor's note in the event that an officer assigned to the three (3) and three (3), twelve (12) hour work schedule utilizes two (2) consecutive sick days.

3. OVERTIME.

Hours worked beyond the scheduled twelve (12) hour tour of duty will be credited as overtime to be paid or compensated at time and one-half (1½) the officer's hourly rate. Each officer's overtime rate of pay shall be calculated on the basis of a 2080 hour work year.

In the event that a shift or a portion of a shift needs to be filled with overtime, personnel on the off-duty platoon will be contacted first to fill the position. The personnel will be contacted by order of their seniority in accordance with the existing agreements and practices of the parties.

In the event that no one can be located to fill a shift, the "on-call" officer shall be ordered into duty, provided that said "on-call" officer is provided a minimum of six (6) hours advance notice.

Further, officers may split the shift in any manner as long as the shift is covered. Moreover, the parties agree that no officer shall be permitted work more than sixteen (16) consecutive hours without eight (8) consecutive hours of rest in between shifts.

4. EVALUATION PERIOD.

The three (3) and three (3) schedule described above shall be implemented on a trial basis, commencing March 1, 2011 and continuing through January 31, 2012. During the aforesaid trial period, the three (3) and three (3) schedule may be terminated at any time but only with the mutual agreement of the Borough and the PBA. Moreover, if either party desires to discontinue the utilization of the three (3) and three (3), twelve (12) hour work schedule following the conclusion of the aforesaid probationary period, said party must provide written notice to the other party no later than November 30, 2011 of its intent to resort to the prior work schedule upon completion of the trial period.

OCEANPORT PBA LOCAL #364



Dated: 3/15/11

BOROUGH OF OCEANPORT



Dated: 3-3-11